

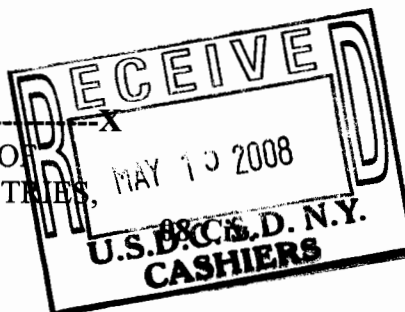
JUDGE CASTEL

'08 CIV 45387

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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INDEMNITY INSURANCE COMPANY OF
NORTH AMERICA a/s/o CYTEC INDUSTRIES,
INC.



Plaintiff,

COMPLAINT

- against -

DIRECT CONTAINER LINE

Defendant.

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Plaintiff, by its attorneys, CASEY & BARNETT, LLC, for its Complaint, alleges upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. §1333.

2. Plaintiff, Indemnity Insurance Company of North America, is a corporation with a place of business located at 140 Broadway, New York, New York 10005, and is the cargo insurer for Cytec Industries, Inc. - the cargo shipper of the consignment of plastic additives, in drums, laden on board the M/V OCTAVIA, as more fully described below.

3. Defendant, DIRECT CONTAINER LINE, (hereinafter "DCL") is a corporation with a place of business located at 300 Middlesex Avenue, Carteret, New Jersey 07008, was and

still is doing business in this jurisdiction directly and/or through an agent and was at all times acting in the capacity of a common carrier by water.

4. On and about April 18, 2007, a consignment consisting of 60 drums Cyanox 1790, then being in good order and condition, was delivered to defendant DCL at New York, New York for transportation to Shanghai, China in consideration of an agreed freight pursuant to DCL bill of lading no. PHL/SHG/D06938 dated April 18, 2007.

5. Thereafter, the aforementioned consignment was loaded by DCL and/or its agents into ocean container OOLU 8194960 and then loaded aboard the M/V Octavia in New York, DCL issued its bill of lading and the vessel sailed for Shanghai.

6. On or about May 17, 2007 the vessel arrived in Shanghai and the aforementioned consignment was discharged from the M/V Octavia.

7. Upon devanning the cargo, it was ascertained that four drums had sustained physical damage due to puncture holes, allowing product to spill out of the drums.

8. The damage to the aforementioned consignment did not result from any act or omission on the part of plaintiff or shipper, but to the contrary, was the result in whole or in part, of the negligence and/or fault of defendant.

9. By reason of the foregoing, plaintiff has sustained damages in a total amount of no less than \$8,000, as nearly as presently can be determined, no amount of which has been paid, although duly demanded.

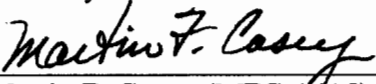
10. Upon notification of the loss, Cytec Industries, Inc. filed an insurance claim with plaintiff. After investigation of the loss, plaintiff paid out under its policy to its assured and was assigned the right to pursue a subrogation recovery against the responsible carrier.

WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue against Defendant citing it to appear and answer all and singular the matters aforesaid;
2. That judgment may be entered in favor of Plaintiff and against Defendant for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action and
3. That this Court grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
May 15, 2008
115-928

CASEY & BARNETT, LLC
Attorneys for Plaintiff

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